

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ORANGE

Index No.: 2007/6868  
Date Filed: 7/26/07

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HALF MOON BAY MARINA CONDO ASSOCIATION,

Plaintiff designates the COUNTY OF  
ORANGE as the place of trial.

Plaintiff,

The basis of venue is designated in  
NYCCCA Section 305(b)

-against-

NEW HAMPSHIRE INSURANCE COMPANY,

**SUMMONS**

Defendants.  
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TO THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED to answer the Complaint of the plaintiff, HALF MOON BAY MARINA CONDO ASSOCIATION, herewith served upon you and to serve copies of your Answer on the attorney for defendant, NEW HAMPSHIRE INSURANCE COMPANY, at its address stated below.

If this Summons was personally served upon you in the State of New York, the Answer must be served within twenty (20) days after the service of this Summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this Summons is not personally delivered to you within the State of New York) and, in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: Elmsford, New York  
July 18, 2007

Yours, etc.,

PILLINGER MILLER TARALLO, LLP  
Attorneys for Plaintiff  
HALF MOON BAY MARINA CONDO ASSOCIATION  
570 Taxter Road  
Suite 275  
Elmsford, New York 10523  
(914) 703-6300  
Our File No. REA-00101.1/WAE

Defendant's Address For Service:

NEW HAMPSHIRE INSURANCE COMPANY  
70 Pine Street  
New York, New York 10270

RUBEN FIORELLA & FRIEDMAN, ESQS.  
292 Madison Avenue  
New York, New York 10017

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ORANGE

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HALF MOON BAY MARINA CONDO ASSOCIATION,

Plaintiff,

VERIFIED COMPLAINT

-against-

Index No.

NEW HAMPSHIRE INSURANCE COMPANY,

Defendants.  
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Plaintiff, HALF MOON BAY MARINA CONDO ASSOCIATION, by its attorneys, Pillinger Miller Tarallo, LLP, as and for a verified complaint, alleges as follows:

1. At all times herein mentioned, plaintiff, HALF MOON BAY MARINA CONDO ASSOCIATION (hereinafter "Half Moon"), was and still is a New York corporation duly authorized to do business in the State of New York, with its principal place of business at 401 South Water Street, New York, New York 12553.

2. At all times herein mentioned, defendant, NEW HAMPSHIRE INSURANCE COMPANY (hereinafter "New Hampshire"), was and still is a foreign corporation authorized to do business and/or soliciting business and/or providing services in the State of New York.

3. Upon information and belief, New Hampshire was and is a New York corporation authorized to do business and/or doing business and/or transacting business and/or soliciting business and/or providing services in the State of New York at 70 Pine Street, New York, New York 10270.

4. Upon information and belief at all times hereinafter mentioned, New Hampshire was and is a foreign business entity licensed to do business and/or doing business and/or transacting business and/or soliciting business and/or providing services in the State of New York.

5. That this action arises out of transactions or occurrences which took place in the State of New York.

6. That prior hereto, Half Moon, in connection with its business, purchased a policy of insurance with New Hampshire bearing policy number DM0341-97-27, effective August 14, 2005 through August 14, 2006.

7. That prior to March 26, 2006, Half Moon notified New Hampshire of the claims regarding damage to its sea wall.

8. That New Hampshire received substantial sums of money in premium payments in issued the aforesaid policy of insured to Half Moon.

9. That New Hampshire has failed and/or refused to indemnify Half Moon for its damage.

10. That the failure and/or refusal of New Hampshire was wrongful, wilful and in breach of the terms and conditions of the aforesaid policy of insurance for which New Hampshire received substantial sums of money in premium payments.

11. That prior hereto, New Hampshire was given due notice of its obligation to provide insurance coverage and indemnification to Half Moon pursuant to the aforesaid policy of insurance issued by New Hampshire to Half Moon.

12. That New Hampshire has not properly and/or timely disclaimed coverage and/or has failed and/or refused to defend and/or indemnify Half Moon.

13. That the improper and/or untimely disclaimer of coverage and/or the failure and/or the refusal of New Hampshire to defend and/or indemnify Half Moon was wrongful, wilful and in breach of the terms and conditions of the aforesaid policy of insurance.

14. That by reason of the foregoing, Half Moon has been damaged and continues to be damaged to the extent of its costs and may be damaged in the amount of \$1,000,000.00, together with interest and the costs, disbursements and attorneys' fees of this action.

WHEREFORE, Half Moon demands that this Court determine, adjudge and decree, pursuant to CPLR §3001 that New Hampshire is liable to provide insurance coverage and indemnification to Half Moon to the fullest extent of its policy limits, all together with interest, costs, disbursements and attorneys' fees of this action.

Dated: July 18, 2007  
Elmsford, New York

Yours, etc.,

PILLINGER MILLER TARALLO, LLP  
Attorneys for Plaintiff  
HALF MOON BAY MARINA CONDO ASSOCIATION  
570 Taxter Road  
Suite 275  
Elmsford, New York 10523  
(914) 703-6300  
Our File No. REA-00101.1/WAE

TO:

NEW HAMPSHIRE INSURANCE COMPANY  
70 Pine Street  
New York, New York 10270

RUBEN FIORELLA & FRIEDMAN, ESQS.  
292 Madison Avenue  
New York, New York 10017

VERIFICATION

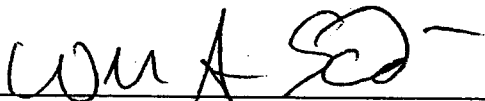
WILLIAM A. ELDER, an attorney duly admitted to practice law in the State of New York, hereby affirms the truth of the following under penalty of perjury and pursuant to CPLR §2106:

I am associated with of Pillinger Miller Tarallo, LLP, and I have read the contents of the foregoing and it is true of my own knowledge, except as to the matters therein stated to be alleged on information and belief and that as to those matters I believe them to be true.

(X) I make this verification because plaintiff, HALF MOON BAY MARINA CONDO ASSOCIATION, resides outside of the county where Pillinger Miller Tarallo, LLP maintains its office.

( ) I make this verification because plaintiff, HALF MOON BAY MARINA CONDO ASSOCIATION, is a corporation and Pillinger Miller Tarallo, LLP, is its attorney in this action and my knowledge is based upon all facts and corporation records available and in my possession.

Dated: Elmsford, New York  
July 18, 2007

  
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WILLIAM A. ELDER